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Integrating Emergency Medical Services in the Fire Department

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Municipal Technical Advisory Service

INTEGRATING EMERGENCY MEDICAL SERVICES IN THE FIRE DEPARTMENT

Fire/EMS First Responders: It's just a matter of time

Gary L. West, Fire Management Consultant

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MTAS
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The Municipal Technical Advisory Service (MTAS) was created in 1949 by the state legislature to enhance the quality of government in Tennessee municipalities. An agency of the University of Tennessee Institute for Public Service, MTAS works in cooperation with the Tennessee Municipal League and affiliated organizations to assist municipal officials.

By sharing information, responding to client requests, and anticipating the ever-changing municipal government environment, MTAS promotes better local government and helps cities develop and sustain effective management and leadership.

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Introduction

In a technological world where we consolidate jobs to be more productive, it only makes sense to bring fire and emergency medical services (EMS) together. Over the past 20 years the fire service has seen dramatic changes. Proactive fire prevention programs, better building materials, and more stringent standards have resulted in a steady decline in fire-related emergencies. In an effort to better serve the public many fire departments have begun integrating services. This comes from the necessity to be more efficient with public funds while maintaining a high level of effectiveness. The primary goal of fire chiefs is to be as productive as possible and provide services that the public needs.

The first responder EMS concept is one that many fire departments are exploring, and it seems to work very well. After all, the primary objective of the fire department is to save lives and protect property. Providing emergency medical services achieves one-half of this mission.

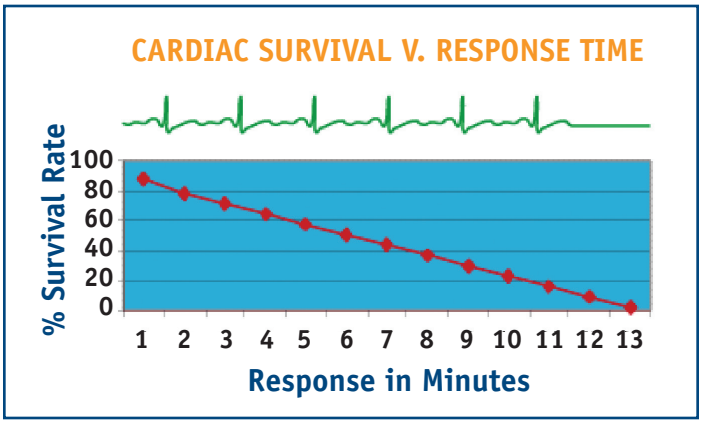
Other fire departments are expanding functional services into specialized areas. Technical rescue, vehicle extrication, swift water rescue, trench and confined space rescue, and hazardous materials response are just a few. Some incorporate these services before adding EMS and some after. However, it should be noted that the first responder EMS program is the least expensive to implement and probably is the most needed in almost every community. So, why isn't every fire department making this transition?

For the most part, fire departments of all sizes and types are traditional and slow to provide any new level of service. Many fire departments have difficulty providing or maintaining current levels of service. Most firefighters are happy to deliver present services and wish they could continue responding only to fire-related calls. This attitude is not very progressive for an industry where response for fire suppression service is significantly dropping and every position must be justified.

What Is a Medical First Responder Program?

A medical first responder program is one offered by an emergency response agency that provides basic and advanced prehospital emergency medical care using a quick fire response vehicle or apparatus. Providing such a service to a community can be very valuable and save many lives. Traditionally, ambulance services in the United States have been held to a goal of responding to medical emergencies within eight minutes for at least 90 percent of their calls. Fire department standards require fire stations to be located so as to provide a six-minute response times for fires. This is achieved by locating fire stations every three miles. This concept uses fire districts with primary response resources within 1.5 miles of every fire station. This standard, set by the Insurance Services Office (ISO), achieves an excellent response time for all types of emergencies. This works great for quick response times in providing emergency medical services and is better than most ambulance services

can provide. According to data from the American Heart Association (AHA), patients suffering ventricular fibrillation, the most common survivable arrhythmia associated with cardiac arrest, should be defibrillated within five minutes. According to the AHA, every minute that defibrillation is delayed reduces a patient's survival rate by up to 10 percent. If no treatment, such as CPR, is started before the five minute mark, survival is 40 percent and declines rapidly. The key factor for a successful first responder medical program is a quick response time. The chart below shows the percent of survival in cardiac arrest victims in relation to response time.



In Tennessee, emergency medical first responder programs are regulated by the Tennessee Department of Health, Bureau of Health Licensure and Regulation, Division of Emergency Medical Services. Since the creation of this agency in 1972, prehospital care of the sick and injured has vastly improved. It has been slightly more than 30 years, since 1974, that the state of Tennessee passed the requirements for emergency medical technicians. Official first responder programs were not recognized until 1994. Although only a little more than 12 years have passed, first responder programs continue to save lives, and many more will be saved in the future as more fire departments offer first responder services.

Advantages and Disadvantages of Integrating Fire/EMS Services

There are both advantages and disadvantages of offering the first responder service, although it seems, in most cases, that there are more advantages.

Advantages:

1. Provides a better and comprehensive service to the community;
2. Increases efficiency by providing both EMS and fire services;
3. Increases EMS response times in many situations due to fire station distribution;.
4. Increases work productivity of firefighters and call volume;
5. Improves allocation of resources by providing more services with the same resources; and
6. Provides multiple resources and trained emergency personnel at scenes.

Disadvantages:

1. It requires more training in different professional fields;
2. Even though fire fighting and EMS are related, it is difficult to be expert in multiple fields;
3. This results in responses of multiple emergency vehicles by sending both ambulances and fire apparatus on a single call; and
4. The EMS program costs more money to operate.

Some of these disadvantages may be alleviated by improvements generated by offering emergency medical dispatching with trained dispatch personnel.

Levels and Types of EMS Services

There are basically two levels of first responder EMS service and two types of emergency medical service. Levels of service are based on certification and include basic life support (BLS) and advanced life support (ALS). BLS can be provided by personnel who are state certified as first responder (FR), emergency medical technician (EMT), or emergency

medical technician intravenous therapy (EMT-IV). First responder certification is offered at either level and depends on the responder's level of certification, protocols, and medical direction. The medical direction is determined through coordination between the local EMS and the medical director.

In order to provide ALS service, the department must provide at least one emergency medical technician—paramedic (EMT-P) on every call and advanced medical equipment along with specialized drugs. There is a trend in Tennessee among more progressive fire departments to provide ALS engine companies. This is where a paramedic is assigned to a fire engine to provide a quick response with ALS equipment. Most career fire departments and many progressive volunteer fire departments already provide BLS first response using fire apparatus and personnel trained at levels below EMT-P. Both programs work very well and are proven to have positive effects on patient outcomes.

Types of emergency medical service are broken down into either transport or nontransport. If the fire department responds to the scene and renders aid until an ambulance arrives and then turns care over to the ambulance crew, this is referred to as a "first responder service or agency." If the fire department transports the patient to the hospital in a state certified ambulance, it is a "transport" service and requires a state licensed ambulance.

The fire department staff also can be broken down into career, volunteer, or combination personnel. This is not a factor in the professionalism of the department or the level of service provided. Professionalism is an attitude in providing a new service.

It should also be noted that automatic external defibrillators (AEDs) and medical bags are now considered minimum equipment to be carried on all fire apparatus.

Tennessee First Responder Program Rules and Regulations

There are specific regulations for providing a first responder medical program, and they are listed in Chapter 1200-12-1.16 of the Division of Emergency Medical Service rules. These rules change as improvements in the medical profession advance. The most recent version of the rules was revised in June 2006. The rules are available at the Division of Emergency Medical Services web site at http://www2.state.tn.us/health/ems/.

The rules define a "first responder service" as "a service providing capabilities for mobile pre-hospital emergency medical care using emergency medical response vehicles." This care can be provided on either a basic or advanced level depending on the certification level of the provider and the agency medical director. A "first responder" is "a person who has completed required training and who participates in an organized program of mobile pre-hospital emergency medical care."

In order to operate a first responder service, a licensed ambulance service classified as a primary provider must coordinate first response services within its service area. If the primary provider is a contracted ambulance service, the county or local government may designate a representative who will coordinate the first responder services within the service area of its jurisdiction.

First responder services must meet the following standards for participation in the community first responder EMS program:

1. The responder agency is required to be a state chartered or legally recognized organization or service sanctioned to perform emergency management, public safety, fire fighting, rescue, ambulance, or medical functions.
2. The agency is required to provide a member on each call who is certified in Tennessee as a first responder, emergency medical technician, or EMT-paramedic.

3. With proper training and certification, the responder agency personnel may provide the following additional procedures with devices and supplies consigned under medical direction:
   a. First responders and emergency medical technicians trained in an appropriate program authorized by the Division of Emergency Medical Services may perform defibrillation in a pulseless, nonbreathing patient with an automated mode device.
   b. Emergency medical technicians—I.V. and EMT-paramedics may administer (a) intravenous fluids with appropriate administration devices and (b) airway retention using an approved airway procedure.
   c. EMT-paramedics and advanced life support personnel trained and authorized may perform advanced skills or procedures as adopted in Rule 1200-12-1-.04(3). This rule explains the responsibilities of the emergency medical technician when providing patient care.
   d. First responders and emergency medical technicians participating in a recognized first responder agency may, upon completion of the approved training, periodic review training, and concurrent quality assurance of the local EMS system medical director, use a dual-lumen airway device (such as the Combitube or pharyngeal tracheal lumen airway) that has been approved by the state EMS board. Such procedures must be consistent with protocols or standing orders as established by the ambulance service medical director.
4. All first responder service agencies must provide at least six hours of annual in-service training to all EMS first responder personnel, in a plan and with instructors approved by the local medical director. Typically, this training is or can be coordinated by the primary EMS provider or local medical director.
5. All first responder services must provide services 24 hours a day, seven days a week and notify the primary service and the 911 dispatching agent of any time period in which the service is not available or staffed for emergency medical response. Basically, the service should be provided on a full-time basis unless there is a rare or unusual occasion, and in that circumstance, everyone must be notified that the service cannot be provided.
6. The necessary minimum equipment and supplies needed to operate a first responder agency must be mutually adopted under an agreement with the primary ambulance service and medical director. In most cases, the primary EMS provider will supply the first responder agency with restock of supplies since it is anticipated that they will transport all of the patients attended by the first responder agency. In this situation, recovery of costs for supplies are billed to the patient through the primary EMS provider as it would be in a routine call where first responders were not present. Otherwise, there should be some method to recover cost of supplies for providing the EMS service.

The Memorandum of Understanding (MOU) or Agreement of Coordination

In Tennessee, all first responder agencies must develop and maintain a memorandum of understanding or agreement of coordination with the primary provider of emergency ambulance services within the service area. If the primary provider is a contracted ambulance service, the agreement may be developed and maintained with the designated representative of the county or local government. This is only if the local government elects to regulate services this way. Otherwise, the responsibility for the MOU falls under the primary EMS provider.

Where county EMS services are provided within a city, it must be understood that the city has the authority to provide and regulate its own EMS services. However, most Tennessee cities do not have the resources or the need for their own ambulance service within the city. The importance of cooperation is paramount to both the county and city governments in developing the MOU. All parties must understand that the MOU is not a contract but rather a cooperative agreement to organize and coordinate the effective provision of emergency medical care and first responder services.

The MOU or agreement will provide policies and procedures for the following:

1. Personnel and staffing, including a roster of response personnel and approved procedures for such personnel, and the crew component operational for emergency medical response;
2. Designation of vehicles to be operated as prehospital emergency response vehicles, including unit identifiers and station or location from which vehicles will be operated;
3. Nature of calls for which first response services will be dispatched, and dispatch and notification procedures that assure resources are simultaneously dispatched and that ambulance dispatch is not deferred or delayed;
4. Radio communications and procedures between medical response vehicles and emergency ambulance services;
5. On-scene coordination, scene control and responsibilities of the individuals in attendance by level of training;
6. Medical direction and protocols and standing orders under the authority of the ambulance service medical director;
7. Exchange and recovery of required minimum equipment and supplies and additional items adopted for local use;
8. Exchange of patient information, records, and reports, and quality assurance procedures; and
9. Terms of the agreement including effective dates and provisions for termination or amendment.

Insurance and Liability

Legal responsibility is always present in providing medical assistance to a patient. Medical professionals at any level, including first responders, are accountable for their actions, and this makes liability insurance necessary.

First response agencies are required to maintain professional liability insurance providing indemnity to emergency care personnel and the organization. Each first response service must maintain the minimum liability coverage, which is set forth in T.C.A. § 29-20-403. Copies of this insurance are required to be submitted to the primary EMS provider or designated representative of the county or local government each year for audit and recertification of the agency.

Cooperation with Local 911 Dispatch Center

The 911 dispatch center plays a major role in the first responder program. The modern dispatch center has a responsibility to provide prearrival medical instructions for bystanders assisting patients on the scene before trained emergency responders arrive.

A successful first responder program requires cooperation with the local 911 dispatch agency. In some cases, the 911 center board may limit dispatch to certain EMS-designated agencies. This practice is not very proactive, and the local 911 board should reconsider the importance of having trained emergency medical personnel on emergency scenes. Many counties have also adopted resolutions limiting additional EMS services to operate within their county. In most cases this applies only to EMS transport services, but this should be fully investigated to assure cooperation from the local governing body. Regardless of current standards set by the 911 board, a proactive approach should be adopted by 911 board members to assure that the best patient care system is supported, including prearrival medical instructions and first responder programs.

The 911 dispatch center can also have a huge impact in assisting the primary provider by using first responders for lift assists and additional "hands" on certain emergencies.

In certain parts of Tennessee, 911 dispatch centers using medical dispatchers will rate the incoming call based on the priority for response. A "priority one" is generally a call that involves immediate life-threatening conditions, whereas a "priority two" requires transport to the hospital but is not considered an emergency. Likewise, a "priority three" is considered a routine transport to or from a hospital or a nonemergency transfer from hospital to hospital. It is recommended that first responder agencies provide response only on "priority one" incidents.

Priority one emergencies include any problems deemed to be of immediate threat to loss of life or limb. Priority one calls may include, but are not limited to, cardiac arrest, respiratory arrest or blocked airway, complications during childbirth, severe shock, severe chest trauma, severe burns, heatstroke, heart attack, central nervous system injuries accompanied by changing CNS signs, and amputations or near amputations. A list of priority one situations should be agreed upon by both the primary provider and the first responder service. This information must be provided to the 911 dispatch center.

Medical dispatch to the local ambulance service should include a simultaneous dispatch to the first responder agency. It is very important that delays within the dispatch process are eliminated. Time saves lives in medical emergencies, and delays will not make the program successful.

The use of common radio frequencies, digital pagers, and onboard vehicle computers assists in communicating with responding emergency units.

Equipment and Supplies

In accordance with state regulations, medical first responder agencies are required to have an "emergency medical care (jump) kit" on every vehicle or apparatus designated as a first responder unit. The kit must contain the following minimal equipment and supplies:

1. Emergency medical care (jump) kit:
   a. Dressings and bandaging supplies;
   b. Adhesive tape;
   c. Adhesive bandages;
   d. Sterile 4" gauze pads;
   e. Sterile ABD pads;
   f. 3" or wider gauze roller bandages;
   g. Bandage shears;
   h. Occlusive dressing materials;
   i. At least four triangular bandages; and
   j. Burn sheets.
2. Patient assessment and protective supplies, including:
   a. Flashlight;
   b. Disposable gloves;
   c. Antibacterial wipes or solution with tissues;
   d. Trash bags; and
   e. An adult blood pressure cuff with manometer and a stethoscope.
3. Resuscitative devices, including:
   a. Oral airways in at least five sizes;
   b. A pocket mask;
   c. Suction device capable of 12 inches vacuum with suction tips for oropharyngeal suction; and
   d. An oxygen administration unit, capable of 2 to 15 liters per minute flow rate with a minimum 150 liter supply.
4. Additional equipment:
   a. Splints for upper and lower extremities;
   b. Patient handling equipment including a blanket; and
   c. Appropriate semi-rigid extrication collars.

The estimated cost for the minimal supplies and equipment is approximately $500 per jump kit. Remember, this is only the minimum equipment required. First responders may want to include additional equipment such as bag-mask resuscitators, pulse oxygen meters, and additional dressings and bandages.

Audits and Recertification

Tennessee Department of Health, Division of Emergency Medical Services, field consultants conduct annual audits of all ambulance services and first responder agencies. First responder agencies are required to maintain certain files and make them available for review to the EMS field consultant. These include the memorandum of understanding, the proof of insurance certification, and all in-service training records. The agency must also provide a roster of personnel with the agency name, address, and telephone number. Below is the checklist from the state EMS Division program audit form.

FIRST RESPONDER PROGRAM
1200-12-1-.16
❑ Applicable ❑ Not Applicable

Verify files at the service contain documentation for:

Met	Deficient
❑	❑ Agreement (MOA)
❑	❑ Insurance Certification
❑	❑ In-Service
❑	❑ Personnel listing with the agency name, address, and telephone number.

First Responder Training

First responder training is offered through two methods: institutionalized training through the community college system and training conducted by a qualified instructor through the fire department. Courses conducted through the community college system generally bestow college credit in fire science and health science majors for an associate's degree. Instructors must meet certain requirements and be experienced in prehospital emergency care.

Prior to certification all applicants must be 18 years old; able to read, write, and speak English; and certified in basic cardiopulmonary resuscitation. The applicant must meet all requirements of the first responder training and score 70 percent or higher on the written examination.

These methods continue to be offered for first responder training although the certification testing has changed recently. A change in the certification process now requires all first responders to complete testing with the National Registry of Emergency Medical Technicians.

Refresher training is required every two years for recertification as a first responder. The applicant must either complete a 16-hour refresher course or pass the first responder examination or complete 10 continuing education hours in certain topic areas.

Criminal Background Checks

Criminal background checks became a requirement for all Tennessee medical licenses except first responders effective June 1, 2006. First responder applicants are required to complete a background questionnaire but do not have to pay for a third-party background check.

Summary

The process of starting a first responder EMS program must follow strict state guidelines, and the Division of Emergency Medical Services has field consultants who will help fire department through the process. However, the first step is to meet with your primary EMS ambulance provider or county representative and the local 911 center director.

Once cooperation has been achieved, the process of starting a first responder EMS program within the fire department begins with an action plan. This plan addresses the training and certification of sufficient personnel, obtaining equipment and supplies, and required documentation needed to operate a first responder agency.

Once the program is up and running, the first responder agency should track response times closely and promote success stories in the community. The first responder concept is proven to save lives, and many fire departments are seeing the benefits of providing this valuable service. After all, the fire department's mission is to save lives and property. The first responder program is about time; the quicker the response, the more lives that will be saved. It is also "just a matter of time" before all fire departments are operating medical first responder services.

Sample Memorandum of Understanding (MOU) or Agreement of Coordination

AGREEEMENT BETWEEN
_____ EMS SERVICE
AND
_____FIRE DEPARTMENT
A FIRST RESPONDER AGENCY
OPERATING WITHIN THE SERVICE AREA OF
_____ COUNTY
FOR THE
CONDUCT AND COORDINATION
OF AN
EMERGENCY MEDICAL FIRST RESPONDER PROGRAM

This Agreement and Statement of Policies and Procedures is negotiated by and between the parties to organize and coordinate the effective provision of emergency medical care and first responder services.

This Agreement entered into this ____ day of _____, _____, by and between _____ _____ Fire Department, a *[municipal fire department, county fire service, or nonprofit public benefit corporation]* located in _____ *[City]*, _____ County, Tennessee, referred to as "First Responder Service," _____ Ambulance Service, hereinafter referred to as "Primary EMS Provider," for _____ County.

WITNESSETH:

WHEREAS, the parties hereto desire to enter into this Agreement for adoption of a First Responder Service in the _____ fire department first due response area pursuant to the General Rules and Standards adopted by the Tennessee Department of Health, Division of Emergency Medical Services Board, under the authority of the Tennessee EMS Board Rules and Regulations 1200-12-1.16.; and

WHEREAS, this agreement has been negotiated by and between the parties hereto to organize and coordinate the effective provision of emergency medical care and rescue services pursuant to said chapter of said General Rules; and

WHEREAS, the purpose of this Agreement is to assure rapid response to persons in need of emergency medical assistance within the _____ area in _____ County; and

WHEREAS, the Primary EMS Provider is a licensed ambulance service classified as Primary EMS Provider, for the county it serves and is a coordinator of First Responder Services within the Primary EMS Providers Service area; and the First Responders First Due area; and

WHEREAS, _____ Fire Department, as a *[municipal fire department, county fire service, or nonprofit public benefit corporation]* is a legally recognized organization or service sanctioned to perform emergency response, fire fighting, rescue, and basic first aid and medical functions;

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained and other good and valuable consideration, receipt of which is acknowledged by the parties hereto, the parties to this Agreement do hereby agree as follows:

1. RESPONSE

First Responder Service, through the _____ Fire Department, will provide First Responder Services within the _____ Fire Department First Due Area twenty-four (24) hours a day, seven (7) days per week, and said First Responder Service shall notify the primary EMS provider and the appropriate County Communications Center, as the dispatching agency, within ___ minutes of the initial call of any requested response in which First Responder Service is not able to respond to a medical incident.

First Responder Service shall respond when dispatched, within the _____ Fire Department first due area, to the scene of motor vehicle accidents involving injuries and to requests for emergency medical services classified as "Priority" medical emergencies.

For the purpose of this response agreement Priority emergencies shall include any problems deemed to be of immediate threat to loss of life or limb. Priority emergencies may include, but are not limited to, cardiac arrest, respiratory arrest or blocked airway, complications during childbirth, severe shock, severe chest trauma, severe burns, heatstroke, heart attack, central nervous system (CNS) injuries accompanied by changing CNS signs, and amputations or near amputations. A list of Priority emergencies will be agreed upon by both the Primary EMS Provider and First Responder Service and provided to the 911 Communications Center.

2. VEHICLE AUTHORIZATION

The First Responder Service will designate specific vehicles for emergency medical care and will provide unit number identification for all units engaged in providing emergency medical responses to the Primary EMS Provider and 911 communications center.

3. ON-SCENE ACTIONS

Whenever the vehicles and response units within the service area are insufficient to render the services required, additional sources may be sought from neighboring services to provide for emergency response.

Upon arrival at the scene, First Responder Service units shall be parked to minimize obstruction and to enhance access to the patient by the ambulance unit. First Responder Service may assist in removing needed equipment from the ambulance. If requested by the Primary EMS Provider personnel, First Responder Service may accompany the crew and support patient care. In situations demanding response to the scene of violence or criminal activity, First Response and EMS units shall coordinate adequate law enforcement presence at the scene prior to or at the time of arrival.

4. PATIENT SURVEYS AND MEDICAL CARE

The First Responder Service will, upon arrival at the scene, conduct an initial patient primary and secondary survey and immediately determine whether or not the ALS unit should continue in an emergency response mode.

This will be conveyed directly to the responding Ambulance unit or through the 911 dispatch center. The First Responder Service will brief the Ambulance Crew upon their arrival regarding the nature of the patient presentation. First Responders will record the patient's name, age, chief complaint, vital signs, medical history, current medications, and further relevant medical information to give to the Ambulance Crew.

5. CERTIFICATION OF PERSONNEL

First Responder Service shall provide a member on each response who is certified to meet the standards as a First Responder, Emergency Medical Technician or EMT-Paramedic in Tennessee.

The First Responder Service will maintain member training as a minimum at the First Responder level as described by the Tennessee Department of Health, Division of Emergency Medical Services. The First Responder Service will maintain member personnel files that contain current evidence of member certifications, in-service training documentation, and health records. The First Responder Service will provide the Primary EMS Provider with a complete and current roster of personnel licensed to provide medical care and further agree to supply the Primary EMS Provider an updated roster each time it is published. Copies of member state medical certificates will be supplied to the Primary EMS Provider and updated as member certifications change.

6. MEDICAL EQUIPMENT

First Responder Service shall provide minimum equipment and supplies as shall be required by Chapter 1200-12-1 General Rules, Tennessee Department of Health, Division of Emergency Medical Services, relating to First Responder Services, and as may be specified by Primary EMS Provider and Medical Director of the Primary EMS Provider. The Primary EMS Provider will supply disposable items on an item-by-item basis for unit replacement. *[This may depend upon the local situation because some departments may prefer to buy their own supplies while others will restock from the ambulance service that supplies all the equipment, including jump bags, oxygen, and AEDs.]* Each party shall attempt to recover and secure equipment for return to the appropriate service either at the scene or upon the patient's arrival at the medical facility.

7. COMMUNICATIONS

Upon receipt of a report of an emergency within the _____ fire department first due response area and pursuant to the provisions of this agreement, the Primary EMS Provider's dispatcher shall notify _____ Fire Department directly or via the appropriate 911 Communications Center. Said dispatcher shall provide appropriate directions to the scene. After notification from the Communications Center, first Responder Service shall proceed immediately to the scene of the emergency.

Two-way radio communications will be maintained between First Responder Service and the Primary EMS Provider on the _____ Fire Department's radio frequency _____ and radio tone of _____ described as _____. Each agency shall execute a frequency agreement for this purpose. All radio communications shall be in "plain English" in accordance with National Incident Management System (NIMS) standards. The Communications Center shall relay appropriate messages to the Primary EMS Provider's dispatcher, and record times of receipt of call, dispatch, arrival on scene, and return-to-service.

Upon arrival of the first response unit at the scene, the unit shall notify EMS personnel to verify:

A. The number of patients.
B. The nature of the emergency and severity of the situation.
C. The need for rescue and additional resources.
D. Report of any on-scene hazards.

If a call appears to be a false call or an accident without personal injuries, First Responder Service shall notify the appropriate responding agency through dispatch. The 911 communications dispatcher or ambulance crew shall make the decision to terminate ambulance response.

At the scene of fatalities or upon any delay at the scene of a possible dead-on-arrival where resuscitative effort may not be initiated, First Responder Service shall notify the dispatcher, await arrival of the ambulance, and secure the scene following orders of the law enforcement officer, coroner, or medical examiner investigator.

First Responder Service shall not respond to calls for medical assistance unless an ambulance is also dispatched. Should the first response unit become aware of the need for assistance prior to being dispatched, they should advise the 911 dispatch center immediately.

8. RECORDS

The following information shall be recorded on each incident, to be retained in the service log or file:

A. Date.
B. Time of Arrival.
C. Location.
D. Type of Incident.
E. Name of First Responder Service's personnel who provided primary patient care.

Where possible, a patient survey form shall be completed. A copy of the survey form shall be provided to the ambulance personnel. Any information obtained from medication bottles, medical alert tags, or witnesses to the incident shall be referred to the ambulance crew. Where CPR is initiated or bystander CPR has been performed, the officer-in-charge should attempt to record the names of rescuers who had patient contact.

A monthly summary report detailing the number and types of incidents and average maximum response times should be posted and filed at the base of operations and with the Primary EMS Provider.

All patient information is confidential and shall not be released in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) except between parties to this Agreement and/or authorized by the HIPPA.

9. INCIDENT COMMAND

It is understood and agreed by the parties hereto that the National Incident Management System (NIMS) and Incident Command will be used on all emergency scenes. In accordance with recognized "Unified Command" procedures, the Primary EMS Provider shall be in charge of medical command on any emergency scene where patient care is being rendered and shall be responsible for treatment of patients. The First Responder Service, through the Fire Chief of _____ Fire Department or his designated person, shall have control of the scene command with respect to, but not limited to, incident mitigation, managing traffic, scene safety, and safe access to the scene.

10. INFECTION CONTROL

The First Responder Service agrees to have in place a working exposure control plan for bloodborne pathogens in accordance with OSHA CFR 1910.1030. The Primary EMS Provider will assist the First Responder Service in complying with the standards for the protection of its members where possible. A plan will be in place for all First Responder members, regardless of whether or not they are compensated. A copy of the plan will be supplied to the Primary EMS Provider, and adherence to the plan will be part of the review process done under the Quality Assurance Program. Each member of the First Responder agency will receive yearly update training on the exposure control plan as well as OSHA CFR 1910.1030.

11. IN-SERVICE EDUCATION

An in-service education program will be established by the First Responder Service for the continuing education and update of its members. The First Responder in-service program will be a working program and not merely an action plan. The Primary EMS Provider will assist in the First Responder's in-service program for quality and compliance and offer assistance in securing speakers, video training materials, and related educational adjuncts for the First Responder Service. The Primary EMS Provider will encourage members of the First Responder Service to ride with paramedics from time to time to help in the development of their skills and afford EMTs the opportunity to extend patient care skills throughout the transport of the patient.

12. QUALITY ASSURANCE PROGRAM AND ANNUAL AUDIT

To effect Quality Improvement and Competency standards, the first responder coordinator from the Primary EMS Provider and/or a field supervisor may respond to calls for the purpose of evaluating responder skill levels. The evaluation of medical first responders is used to determine the need for training and improve deficiencies in skill levels in providing quality patient care.

The parties hereto agree that the parties will abide by the medical direction and protocols and/or standing orders of the medical director.

13. MALPRACTICE AND LIABILITY INSURANCE

First Responder Service shall maintain professional liability insurance with coverage of not less than the minimum limits which are set forth in T.C.A. § 29-20-403.

All emergency medical services, first response units, and ambulance services shall maintain coverage for negligence (malpractice) or professional liability of not less than three hundred thousand dollars ($300,000) per occurrence. Such liability coverage shall extend to emergency care personnel and to the First Responder Service.

14. TERMS AND AGREEMENT

Either party may terminate this Agreement upon 30 days written notice to the other party. The parties hereto agree that this is the complete and entire Agreement between the parties, and this Agreement may not be amended except in writing signed by both parties.

This Agreement is by and between two independent agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, or association.

Violation of any terms within the articles of agreement shall be grounds for suspension until such violations have been corrected. Alleged violations of state law or rules shall be reported to the Regional EMS Consultant of the Department of Health.

The parties shall not assign any rights or duties under this Agreement to a third party without the written consent of both parties.

This agreement will begin _____, _____ and continue in force until amended or withdrawn by either party.

In witness Whereof, the parties have executed this agreement on the _____, ____.

FIRST RESPONDER SERVICE

_____ Fire Department

By:_____
Fire Department Chief

First Responder Medical Director:

By: _____ (M.D., D.O)
Typed Name
License Number

PRIMARY EMS PROVIDER

_____Ambulance Service

By:_____
Service Director

Primary EMS Provider Medical Director:

By: _____ (M.D., D.O)
Typed Name
License Number

MTAS
Municipal Technical Advisory Service
In cooperation with the Tennessee Municipal League

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